

229883 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That D. W. Payne, a single mana _____ of Tulsa _____ County, Oklahoma, part _____ of the first part, ha _____mortgaged and hereby mortgage to R. M. McCreery

of _____ part _____ of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot One (1) in Block Seven (7) of Irving Place Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

I hereby certify that I received \$ 78 and issued Receipt No. 9268 therefor in payment of mortgage tax on the within mortgage.

Dated this 8 day of May 1923

WAYNE L. LUCKEY, County Treasurer

E. L. S.

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of _____

Three Thousand Two Hundred and No/100

DOLLARS,

eight

with interest thereon at the rate of 7 per cent, per annum, payable monthly annuity from date

according to the terms of 36 certain promissory note 8 described as follows, to-wit:

Thirty-five notes this date executed and delivered each for the sum of \$60. the first note maturing on the 1st day of June 1, 1923 and one note on the 1st day of each and every month thereafter until all of said notes are paid in full; and one note for the sum of \$1100.00 maturing May 1, 1926. All of said notes bear interest at the rate of 8% per annum computed and payable monthly on whole sum unpaid each month such interest being included in the face of each note.

This mortgage is subject and inferior to a first mortgage in the sum of \$3,000.00

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part _____ hereby covenant _____ and agree _____ to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises, and to insure, and keep insured in favor of second party, buildings on said premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second part _____ shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part Y of the first part hereby agree _____, that in the event action is brought to foreclose this mortgage, _____ will pay a reasonable attorney's fee of \$50. and 10% of the amount recovered. _____ DOLLARS, which this mortgage also secures.

Part _____ of the first part, for said consideration, do _____ hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 3d day of May, 19 23

D. W. Payne

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 4

day of May, 19 23, personally appeared _____

D. W. Payne, a single man

and _____

to me known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me that _____ he _____ executed

the same as _____ his _____ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my signature and official seal the day and year last above written.

My commission expires June 10, 1924. (Seal)

Lois L. Gillespie,

Notary Public.

I hereby certify that this instrument was filed for record in my office on 8 day of May, A. D., 19 23

at 1:00 o'clock P. M. Book 439, Page 488

By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.